

Contract no. 1735

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AGREEMENT BETWEEN  
THE BOROUGH OF FLORHAM PARK

MORRIS COUNTY

AND

LOCAL UNION 866

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA

JANUARY 1, 1992 THROUGH DECEMBER 31, 1993

BOROUGH OF FLORHAM PARK  
111 Ridgedale Avenue  
Florham Park, New Jersey 07932

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## LABOR AGREEMENT

This AGREEMENT is entered into the 20th day of October 1992 between LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" and the BOROUGH OF FLORHAM PARK, N. J., hereinafter referred to as the "BOROUGH".

The effective date of this Agreement is January 1, 1992. The Borough and the Union agree as follows:

### ARTICLE I

#### RECOGNITION

##### Section 1

The Borough recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of employment, benefits and other conditions of employment of all employees in the Road, Buildings and Grounds and Water groups excepting the Supervisor of Roads, the Water Superintendent, Office Clerical and other members of Borough management.

##### Section 2

For purposes of this agreement the term employee or employees shall mean a member or members of the bargaining unit as set forth in Section (1) of this article.

## ARTICLE II

### AGENCY SHOP

#### Section 1

Purpose of Fee: If an employee covered by this Agreement does not become a member of Local 866 during any membership year (i.e. from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Local for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Local as majority representative.

#### Section 2

##### Amount of Fee

##### a. Notification:

Prior to the beginning of each membership year, Local 866 will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Local to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

##### b. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by Local 866 as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Local to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

### Section 3

#### Deduction and Transmission of Fee

##### a. Notification:

Once during each membership year covered in whole or in part by this Agreement, Local #866 will submit to the Borough a list of those employees who have not become members of the Local for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph "b" below, the full amount of the representation fee and promptly will transmit the amount so deducted to Local #866.

##### b. Employment:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to Local #866 a list of all employees who either began or terminated their employment in a bargaining unit position during the preceding 30-day period. The list will include names, addresses, job titles, social security numbers, rate of pay and dates of employment for all such employees. Temporary and part-time employees are exempt from payment of the representation fee and change in employment or termination of employment need not be reported.

### ARTICLE III

#### CHECK - OFF

The Borough agrees that it will, on the first payroll of each month, deduct the Union dues/representation fee from the pay of each employee for whom the Union has supplied, in accordance with law, a written statement signed by the employee authorizing these deductions. The Borough further agrees that it will transmit such dues/fees along with a list of those employees from whom

deductions were made to the Secretary-Treasurer of Local #866 within 10 days after the dues are deducted.

After an employee has been employed for 90 days, the Borough agrees to deduct the Union initiation fee in four (4) consecutive payments and to transmit such deductions as set forth above.

The union will furnish the Borough a written statement of the dues and initiation fees to be deducted.

#### ARTICLE IV

##### PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of 90 calendar days. During this probationary period the Borough reserves the right to terminate a probationary employee for any reason. Such terminated employees shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

#### ARTICLE V

##### SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- a. Voluntary Resignation.
- b. Discharge for just cause.
- c. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
- d. Continuous layoff beyond recall period for re-employment outlined elsewhere in this Agreement.

## ARTICLE VI

### NOTIFICATION TO THE UNION

The Borough will notify the Union in writing of all promotions, transfers, suspensions and discharges.

The Borough will notify the Union in writing prior to a layoff.

## ARTICLE VII

### PROMOTIONS AND DEMOTIONS

#### Section 1

The Borough agrees to give preference to employees within the bargaining unit when filling all job vacancies before hiring new employees provided that among employees then in the bargaining unit there are an adequate number who are physically and otherwise qualified to learn the work associated with such vacancies and they are willing to do so.

#### Section 2

The Borough shall post all job vacancies. The Borough shall post a notice stating the name of the job classification, location of assignment and requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. However, the posting period shall not be considered closed until all employees have been notified of the vacancy.

#### Section 3

Employees have the right to bid laterally. A lateral transfer shall be awarded to the most senior employee who bids for the job, provided that he has the physical and other qualifications necessary to fill it.

#### Section 4

When selecting the promotable employee from among those employees who have bid on a job promotion, the most senior employee shall be awarded the promotion unless he does not have the qualifications to fill the job. In the event that the most senior employee is not qualified, the next most senior employee shall be considered for the position under the same conditions as stated above.

#### Section 5

The successful bidder shall receive a trial period of ninety (90) days on the new assignment. Such employee shall be compensated at the rate of pay of the new classification.

The Union and the employee will be kept advised of the progress made in learning the new assignment. If during the trial period and after having been given the necessary constructive guidance and assistance necessary to learn the duties associated with the new position the employee fails to successfully meet these requirements, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never vacated.

In the event a surplus exists in a particular classification, employees with the least lower classification seniority shall be demoted to the next lower classification. Such demoted employees shall be maintained at their old rate for a period of four (4) weeks before being reduced to the rate of pay of the classification demoted to.

#### Section 6

When an employee is promoted from a lower rated job to a higher rated



job, he shall receive the salary for the higher rated job which is at the same step on the progression scale as was his salary in the lower rated job.

#### ARTICLE VIII

##### CONTRACTING

The Borough reserves the right to continue contracting all types of work which it has normally been contracting in the past and to contract certain types of work which may arise in the future. In the latter case the Borough agrees to notify the Union in advance of such proposed contracting.

The Borough may contract work only if the following conditions are met:

- a. There are no employees on layoff with unexpired recall rights who are qualified to perform the work which will be sub-contracted.
- b. No employees will be laid off during the period of the work being contracted.
- c. The work cannot be done by the existing employees within the time such work is required to be completed.

#### ARTICLE IX

##### SUSPENSION OR REVOCATION OF LICENSE

In the event that an employee loses his New Jersey drivers license, the Borough will endeavor to continue his employment during the period of suspension or revocation.

## ARTICLE X

### LAYOFF AND RECALL

The Borough may reduce the working force due to lack of work from any cause including budgetary constraints. In such case, the following procedure shall apply.

a. Employees shall be laid off in the order of least total seniority, regardless of classification, provided those employees remaining are capable of doing the work which must be performed. In cases where they are not capable of doing the work available, less senior persons who are capable of doing it will be retained.

b. Notice of such layoffs will be given at least 45 days before the scheduled layoff.

c. A laid off employee shall have preference for re-employment for a period of eighteen months.

d. The Borough shall rehire laid off employees in the order of greatest employment seniority provided that those who would be rehired on that basis are capable of performing the work available.

e. Notice of re-employment availability shall be sent to a laid off employee by registered or certified mail to the last known address of such employee. The employee must respond within seven (7) work days of his intent to return to work or it will be assumed that he does not desire re-employment.

## ARTICLE XI

### SEPARATION FROM EMPLOYMENT

Upon discharge the Borough shall immediately pay all monies, including earned unused vacation pay, due the employee.

Upon quitting, the Borough shall pay all monies due to the employee including earned unused vacation pay, on the payday following the resignation.

#### ARTICLE XII

##### JOB STEWARD

The Borough recognizes the right of the Union to designate one job steward and one alternate.

The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - 1) Have been reduced to writing, or
  - 2) If not reduced to writing are of a routine nature and do not involve work stoppages, slow downs, disruption of job performance, or any other interference with the Borough's business.

The job steward or alternate has no authority to take strike action, or any other action interrupting the Borough's business.

The Borough recognizes these limitations upon the authority of the job steward and alternate, and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward

has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

The job steward or alternate shall be permitted to investigate, present and process grievances on or off the property of the Borough provided that during his working hours the job steward or alternate shall obtain permission from his supervisor before conducting such activity.

Before a steward or alternate may officially act in such capacity the Union must notify the Borough in writing of his appointment.

#### ARTICLE XIII

##### INSPECTION PRIVILEGES

Providing prior notice is given to the Borough, authorized agents of the Union shall have access to the Borough's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Borough's work schedule.

#### ARTICLE XIV

##### GRIEVANCE PROCEDURE AND ARBITRATION

###### **Section 1**

A grievance shall mean alleged violation of any provision of this Agreement. An employee may be represented by an officer of the Union at any or all of the grievance steps provided for below.

###### **Section 2**

The procedure for handling a grievance by an employee shall be as follows:

**Step 1**

Any employee having a grievance shall within ten (10) days after the occurrence of the grievance submit it in writing to the Director of Public Works, stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within ten (10) days of its occurrence shall be considered void.

**Step 2**

If the grievance is not resolved at Step 1 within five (5) days it shall be submitted to the Borough Administrator, who shall respond to it within five (5) days of its receipt from the Director of Public Works.

**Step 3**

If the grievance is not resolved at Step 2 within five (5) days it shall be submitted to the Mayor and Council, who shall respond to it within a reasonable period of time.

**Step 4**

The Mayor and Council shall submit to the Union in writing a final statement on its position. Arbitration procedures must be initiated by the Union within ten (10) days after the Mayor and Council have submitted its written answer or the case shall be considered closed.

**Section 3**

If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey State Mediation and Conciliation Service for the selection of an arbitrator. After the Service submits a list of Arbitrators to the Union and the Employer, each shall reply with its preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The decision of the Arbitrator shall not be considered a precedent for future interpretation of the provisions of this Agreement.

#### ARTICLE XV

#### DISCHARGE OR SUSPENSION

##### **Section 1**

The Borough shall not discharge nor suspend any employee after completion of the ninety (90) day probationary period without just cause. In all cases involving the discharge or suspension of any employee, the Borough will notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union Office, within one (1) working day from the day of the discharge or suspension.

Unless the circumstances of the case make it unwise or impractical to do so, before an employee is discharged, there shall be a written notice to the Union stating the reason(s) for the intended discharge. As soon thereafter as it is practicable to do so a conference shall be held between the Union and the Borough for the purpose of reviewing the matter.

## **Section 2**

Notice of appeal from discharge or suspension must be made to the Borough in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 3 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

## **ARTICLE XVI**

### **HOURS OF WORK**

## **Section 1**

The basic work week shall consist of a total of forty (40) hours within a five (5) day period, Monday through Friday.

## **Section 2**

Each work day shall consist of eight (8) hours divided into two (2) periods separated by a 1/2 hour unpaid lunch period.

## **Section 3**

Scheduled hours of work at the time of the signing of this Agreement are:

7:00 AM to 3:30 PM (All employees except building custodian)

5:00 AM to 1:30 PM (Building Custodian)

## **Section 4**

Employees will be requested to work overtime when necessary. The Borough will make a reasonable effort to excuse employees who have personal commitments, however this will not reduce the employee's obligation to work overtime when assigned.

#### **Section 5**

Employees working at least four (4) hours overtime shall be entitled to a meal allowance of \$5.00 if the overtime hours worked occur between 7:00 AM and 3:30 PM and \$7.00 if the overtime hours worked occur between 3:30 PM and 7:00 AM. Should overtime requirements in any single instance extend to an additional (8) hours beyond the initial four (4) hour period, employees will be entitled to receive a second meal allowance of either \$5.00 or \$7.00, the amount to be dependent upon the time of day when the additional eight (8) hour assignment occurs.

#### **Section 6**

Employees shall be allowed a paid 15 minute break once during each four (4) hour period.

#### **Section 7**

The employer agrees to guarantee an employee called in to work outside of his regular work schedule a minimum of two (2) hours work or pay in lieu thereof. This provision is not applicable if an employee is called in to begin his regular work shift at a time earlier than his regular starting time.

### **ARTICLE XVII**

#### **PREMIUM PAY**

Employees shall receive premium pay in accordance with the following schedule:

1. 1 1/2 times the straight time hourly rate for all hours worked in excess of eight (8) in any calendar day.
2. 1 1/2 times the regular straight time hourly rate for all hours worked on Saturday.



3. Double the regular straight time hourly rate for all hours worked on Sunday.
4. Double the regular straight time hourly rate for all hours worked on one of the holidays set forth in this Agreement plus regular straight time pay.
5. Any employee required to work on Sunday or on one of the holidays allowed in this Agreement shall receive a minimum of four (4) hours pay at double time as minimum pay for the call out.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

An employee shall not be solicited or required to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

#### ARTICLE XVIII

##### WORK BY SUPERVISORS

###### **Section 1**

Borough supervisors of the grade of Superintendent or higher in the Buildings and Grounds Department and in the Road and Water Departments, will not normally do the work of the type ordinarily done by employees under their supervision.

###### **Section 2**

It is recognized, however, that circumstances will arise where such management personnel will be required to perform work normally identified

as bargaining unit work. However, under no circumstances will such work include the following:

- a. Emergency Call-Outs: Unless all practicable means of meeting an emergency situation have been exhausted, supervision shall not perform emergency call-out work.
- b. Snow Removal: Borough supervision shall not operate vehicles or otherwise perform bargaining unit work during snow removal emergencies.
- c. Special Project Work: Borough supervision shall not perform work during normal working hours or out of hours on projects of a special nature in lieu of granting overtime to bargaining unit employees to perform such work.
- d. Borough supervision shall not assume the duties of a bargaining unit employee while such employee is awaiting recall during a layoff period.

### **Section 3**

Emergency conditions may require the performance by management employees of any type work required by the occasion if all practicable means of meeting the situation have been exhausted.

### **Section 4**

Section 1 shall not apply in those cases where a supervisor is assigned to do bargaining unit work for his training on a project involving new developments or major changeovers or in a case where a supervisor is giving

training or instruction to a bargaining unit employee. Under such conditions, no reduction in the normal assignment of bargaining unit employees will be made as a result.

#### ARTICLE XIX

#### RATES OF PAY

##### Section 1

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of Job Classifications and Rates of Pay in Schedule "A", which is attached hereto and made a part of this Agreement.

##### Section 2

- a. When an employee with title of Driver/Laborer, Maintenance Man, Assistant Mechanic or Water Operator is assigned to operate the equipment listed below for four (4) or more hours in a day, he shall be paid a differential for the day of nine dollars (\$9.00).

#### EQUIPMENT

- |  |                              |
|--|------------------------------|
| (1) Grader                             | (5) Catch Basin Truck (R-11) |
| (2) Backhoe                            | (6) Bucket Truck (R-2)       |
| (3) Front end loader                   | (7) Side-Mounted Mower       |
| (4) Ford Tractor when used with bucket |                              |
- b. When an employee is operating the above equipment on an overtime basis and when the employee has operated such equipment for at least four (4) hours, during the basic workday or at least four (4) hours, during the overtime period, the \$9.00. Differential shall

be added to the employees' basic daily rate for the purpose of computing premium pay.

### **Section 3**

When a new job is created the Borough shall establish a rate of pay for it based upon comparison of the rates paid for other jobs in the bargaining unit. In the event that the Union desires to negotiate on this subject, they must notify the Borough of their intention to do so within fifteen (15) days of that notification to the Union.

### **ARTICLE XX**

#### **LONGEVITY**

Employees are entitled to receive longevity pay for each completed five (5) years of continuous employment in accordance with the following schedule:

<u>YEARS OF EMPLOYMENT</u>	<u>1992 ENTITLEMENT</u>	<u>1993 ENTITLEMENT</u>
After Five (5) Years	\$300.00	\$400.00
After Ten (10) Years	475.00	575.00
After Fifteen (15) Years	775.00	875.00
After Twenty (20) Years	1,250.00	1,350.00

### **ARTICLE XXI**

#### **PAY DAY**

### **Section 1**

An employee will be paid all earnings bi-weekly by check during working hours. When payday falls on a holiday, the preceding day shall be considered payday.

## Section 2

Vacation pay will be paid on the payday prior to the start of an employee's vacation, if the employee so requests.

### ARTICLE XXII

#### HOLIDAYS

Each employee shall receive eight (8) hours pay for each of the following holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Day to be selected by Council

Any holiday which falls on Saturday shall be celebrated on the preceeding Friday.

Any holiday which falls on Sunday shall be celebrated on the following Monday.

### ARTICLE XXIII

#### VACATIONS

## Section 1

Vacation periods with pay shall be granted in each calendar year to all permanent full-time employees subject to the following service factors:

- a. Employees engaged on or after July 1 of the current year

No Vacation

- b. Employees who will complete six (6) months of net credited continuous service on or before Dec. 31 of the current year

Five Working Days

- c. Employees who will complete one year but less than five (5) years of credited continuous service on or before Dec. 31 of the current year

Ten Working Days

- d. Employees who will complete five (5) or more years of credited continuous service on or before Dec. 31 of the current year

Fifteen Working Days

- e. Employees who will complete eleven (11) or more years of credited continuous service on or before Dec. 31 of the current year

Twenty Working Days

- f. Employees who will complete twenty-one (21) or more years of credited continuous service on or before Dec. 31 of the current year

Twenty-Five Working Days

## Section 2

Vacation schedules shall be posted by February 1 of each year.

Preference for vacation time selection shall be granted employees in the order of greatest total employment seniority in the bargaining unit except that no more than ten (10) consecutive work days may be selected by an employee regardless of seniority before the next most senior employee selects his or her vacation. This selection process shall prevail until all employees in the bargaining unit have made their initial selections.

In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request. The Borough may request proof substantiating death or disability and the employee must take the remaining vacation within the same calendar year that the original vacation was scheduled.

### Section 3

Each employee is authorized one personal day per year to be used at his own discretion after notifying his supervisor at least 24 hours in advance. Personal days, when taken, will be deducted from sick leave accumulation.

### Section 4

There shall be posted in each department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.

The Borough will indicate on the schedule the number of men in each classification it can spare at any time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Job Steward and the Department Head.

ARTICLE XXIV

SICK LEAVE

**Section 1**

The following definitions shall apply to this article:

a. **Excused Absence:** Absence by reason of illness, injury or hardship in immediate family which a department head has authorized for three days or less; or for which employee presents a physician's certificate that the employee was unable to perform his duties for a period longer than three days; on documentary evidence of family hardship. The Borough reserves the right to require an examination by its own doctor.

b. **Injury Leave:** Excused absence granted by reason of injury sustained on the job which is not the result of the employee's misconduct. Self inflicted injury is not excusable.

c. **Loss of time benefit;** Compensation payable after the first month of excused absence or after accumulated sick leave is exhausted, whichever occurs first, but in no case less than fifteen working days after the excused absence began. It is credited to employees after the beginning of their second year of employment with the Borough.

d. **Sick Leave:** Excused absence granted by reason of illness or injury; provided such illness or injury is reported to management within 24 hours of its occurrence; it also includes absence due to death or serious illness in employee's immediate family (parents, wife or children) such that the employee's presence is required to alleviate hardship. Self inflicted injury is not excusable.

**Section 2**

Calculation and Accumulation:



a. Each person covered by this Agreement shall accumulate sick leave at a rate of one day for each month of employment, or major part thereof. The total maximum accumulation of sick leave shall be 100 days.

b. Injury Leave - Each employee covered by this Agreement shall have available to him a maximum of 60 working days.

c. Each employee covered by this agreement shall earn loss of time benefits at the rate of 2 months for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of 1 year.

### Section 3

#### Payments

a. To the extent that sick leave and loss of time benefits have accumulated, they will be paid to employees for excused absences due to illness or injury, provided that where worker's compensation payments are received, the leave and loss of time benefits will be adjusted so that total compensation from both sources is equal to sick leave or loss of time entitlement. Workers's compensation payments from both sources will equal the injury leave entitlement.

b. An employee whose absence is not excused will forfeit an equal amount of vacation time or if he has no accumulated vacation time, he will not be paid for such absence.

c. Sick and injury leave are compensable at full pay for the total number of accumulated days. Loss of time benefit is two-thirds of the employee's pay, or two hundred dollars (\$200.00) per week, whichever is lesser for the total number of accumulated days.

d. Payments will be made for injury leave, sick leave and loss of time benefit in that order. Example: An employee entitled to injury leave will be paid up to sixty days; then his sick leave entitlement may be used until exhausted; thereafter he would receive his loss of time benefits.

e. 1) In the event that an employee with at least five years service retires, is permanently laid off, or voluntarily leaves the service of the Borough after having given appropriate notice of his intention to do so, he shall be entitled to one-half day's pay at his regular straight-time rate for each day up to a maximum of eighty days (80) of unused sick leave he has credited to him at the time of separation from the Borough.

2) Except as provided in paragraph (1) of this subsection, unused sick leave, injury leave and loss of time benefits are not compensable when an employee is separated.

f. The Borough reserves the right to re-examine any employee to whom payments for excused absences are being made. If the Borough physician, or the Borough insurance company's physician, certifies that any such employee is capable of performing the duties of his position, such employee's excused absence will be terminated as of the date the employee became capable of performing his duties.

#### ARTICLE XXV

#### HEALTH CARE INSURANCE PROGRAM

All practices and benefits presently in effect relating to the State Health Insurance Plan shall continue in effect. In addition, effective January 1982, the Borough will provide a Dental Expense Plan through the New Jersey Dental Service Plan and will pay an entire premium for members of Local 866

an all eligible dependents.

In accordance with N.J.A.C. 52:14-17.38, the Borough of Florham Park agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally administered retirement system effective after the date the employer adopted the State Health Benefit Program on a benefit based on 25 years or more of service credited in such retirement system, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefit Commission.

#### ARTICLE XXVI

##### PENSIONS

All practices and benefits presently in effect relating to the Retirement System shall continue without change.

#### ARTICLE XXVII

##### FUNERAL LEAVE

The Borough agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.

The employee's immediate family is considered to include: Spouses, Children, Brothers, Sisters, Parents, Parent-in-law, Brother-in-law, Sister-in-law, Grandchildren, Grandparents of employee or spouse.

Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

The Borough may request submission of proof.

#### ARTICLE XXVIII

##### MILITARY SERVICE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

#### ARTICLE XXIX

##### JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Borough.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Borough agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

#### ARTICLE XXX

##### UNIFORMS

The Borough shall provide and maintain at no cost to the employee

the following uniforms:

SUMMER

5 pairs pants  
5 shirts  
1 jacket  
5 t-shirts

WINTER

5 pairs pants  
5 shirts  
1 jacket  
1 hat

The Borough shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties.

X safety glasses  
X pair gloves  
X safety hat

2 pair safety sho  
X pair boots  
X rain suit

The Borough shall replace uniforms, protective clothing and other issued equipment on a fair, wear and tear basis.

ARTICLE XXXI

UNION BULLETIN BOARD

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE XXXII

SAFETY

The Borough shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will

stop the work.

The Borough shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

#### ARTICLE XXXIII

#### SANITARY CONDITIONS

The Borough agrees to maintain a clean, sanitary washroom with hot and cold running water, toilet facilities and individual lockers. Employees on their part agree to take reasonable care of the equipment and washrooms, including not littering the area.

#### ARTICLE XXXIV

#### COMPENSATION CLAIMS

##### Section 1

The Borough shall provide Worker's Compensation protection for all employees, as required by law.

##### Section 2

In the event that an employee is injured on the job, the Borough shall pay such employee wages, for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of his regular shift. If an employee who has returned to regular duties after sustaining additional medical treatment and if the doctor cannot schedule a visit for him outside of his regularly scheduled working hours, the employee shall be permitted to visit the doctor without loss of pay for any part of his regularly scheduled working hours he is required to be away from

the job in order to keep the appointment with the doctor.

#### ARTICLE XXXV

##### NON-DISCRIMINATION

The Borough and the Union agree not to be discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

#### ARTICLE XXXVI

##### NO STRIKE - NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interruption of the Borough's business, and the Borough agrees that it will not lock out its employees during the term of this Agreement.

#### ARTICLE XXXVII

##### PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through

or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

#### ARTICLE XXXVIII

##### MANAGEMENT RIGHTS

All aspects of the management of the business of the Borough and the management and direction of the employees covered by this Agreement are retained by the Borough unless expressly modified by the terms of this Agreement.

#### ARTICLE XXXIX

##### SEPARABILITY AND SAVING CLAUSE

If any Article or Section of This Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which enforcement of has been restrained, shall not be affected thereby.



In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Union for such Article or Section during the period of invalidity or restraint.

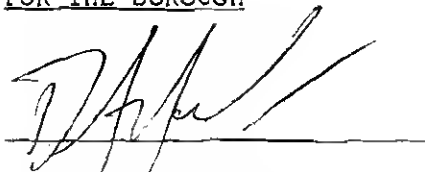
ARTICLE XXXX

TERMINATION CLAUSE

The Agreement shall be in full force and effect from January 1, 1992 to and including December 31, 1993 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal, this November 3, 1992 to be effective as of January 1, 1992.

FOR THE BOROUGH

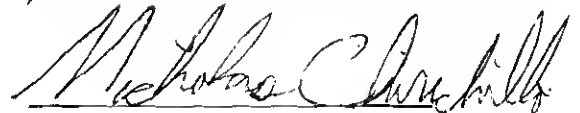


Dale A. Anderson, Mayor

Judith B. Beecher

Judith B. Beecher, Clerk

FOR THE EMPLOYEES



\_\_\_\_\_  
\_\_\_\_\_

LOCAL B66 BARGAINING UNIT - 12/31/91

			1991 BASE	1991 LONGEVITY
<u>CLASS</u>	<u>WATER DEPT.</u>	<u>HIRE DATE</u>	<u>SALARY</u>	<u>INCREMENT</u>
2	Toop, N.	09/11/72	\$27,150.	725.
2	Martin, W.	10/11/88	24,868.	-
<u>BLDG. &amp; GROUNDS</u>				
3	Stiner, G.	11/15/82	33,975.	250.
1	Ardolino, M.	06/25/78	26,300.	425.
1	Arianno S.	05/09/88	24,166.	-
1	Curto, C.	04/16/90	22,213.	-
1	Finn, F.	04/08/91	20,670.	-
1	Reilly, T.	06/05/86	26,300.	250.
1	Stephenson, D.	11/13/89	23,190.	-
1	OeCrescenzo, E.	08/05/91	20,670.	-
<u>ROADS</u>				
3	Mucci, V.	03/10/75	33,975.	725.
1	Auriemma, J.	10/19/81	26,300.	425.
1	Chirichillo, N.	07/23/84	26,300.	250.
1	DiSarno, G.	04/06/87	25,143.	-
1	Fucito, R.	06/25/79	26,300.	425.
1	McAdams, R.	05/08/61	26,300.	1,000.
1	Micucci, J.	05/25/84	26,300.	250.
1	Reda, G.	05/09/88	24,166.	-
1	Traversi, P.	01/12/87	25,143.	-
1	Ziegenfuss, J.	07/30/84	26,300.	250.
<u>ASSISTANT MECHANIC</u>				
1	Vinci, F.	04/09/90	25,143.	-

SCHEDULE "A"  
JOB CLASSIFICATION AND RATES OF PAY

<u>NAME</u>	<u>JOB CLASSIFICATION</u>	<u>MAXIMUM BASE ANNUAL SALARY JANUARY 1, 1992</u>
V. Mucci	Road Foreman	\$36,014.
J. Auriemma	Driver/Laborer/Maintenance Man	27,878.
N. Chirichillo	Driver/Laborer/Maintenance Man	27,878.
G. DiSarno	Driver/Laborer/Maintenance Man	26,652.
R. Fucito	Driver/Laborer/Maintenance Man	27,878.
R. McAdams	Dirver/Laborer/Maintenance Man	27,878.
J. Micucci	Driver/Laborer/Maintenance Man	27,878.
G. Reda	Driver/Laborer/Maintenance Man	25,616.
P. Traversi	Driver/Laborer/Maintenance Man	26,652.
J. Ziegenfuss	Driver/Laborer/Maintenance Man	27,878.
G. Stiner	Building & Grounds Foreman	36,014.
M. Ardolino	Driver/Laborer/Maintenance Man	27,878.
S. Arianno	Driver/Laborer/Maintenance Man	25,616.
C. Curto	Driver/Laborer/Maintenance Man	23,546.
F. Finn	Driver/Laborer/Maintenance Man	21,910.
T. Reilly	Driver/Laborer/Maintenance Man	27,878.
D. Stephenson	Driver/Laborer/Maintenance Man	24,581.
E. DeCrescenzo	Driver/Laborer/Maintenance Man	21,910.
N. Toop	Water Operator	28,779.
W. Martin	Water Operator	26,360.
F. Vinci,	Assistant Mechanic	26,652.

SCHEDULE "A -1"  
JOB CLASSIFICATION AND RATES OF PAY

<u>NAME</u>	<u>JOB CLASSIFICATION</u>	<u>MAXIMUM BASE ANNUAL SALARY JANUARY 1, 1993</u>
V. Mucci	Road Foreman	\$37,815.
J. Auriemma	Driver/Laborer/Maintenance Man	29,272.
N. Chirichillo	Driver/Laborer/Maintenance Man	29,272.
G. DiSarno	Driver/Laborer/Maintenance Man	29,272.
R. Fucito	Driver/Laborer/Maintenance Man	29,272.
R. McAdams	Dirver/Laborer/Maintenance Man	29,272.
J. Micucci	Driver/Laborer/Maintenance Man	29,272.
G. Reda	Driver/Laborer/Maintenance Man	27,985.
P. Traversi	Driver/Laborer/Maintenance Man	29,272.
J. Ziegenfuss	Driver/Laborer/Maintenance Man	29,272.
G. Stiner	Building & Grounds Foreman	37,815.
M. Ardolino	Driver/Laborer/Maintenance Man	29,272.
S. Arianno	Driver/Laborer/Maintenance Man	27,985.
C. Curto	Driver/Laborer/Maintenance Man	25,810.
F. Finn	Driver/Laborer/Maintenance Man	24,723.
T. Reilly	Driver/Laborer/Maintenance Man	29,272.
D. Stephenson	Driver/Laborer/Maintenance Man	26,897.
E. DeCrescenzo	Driver/Laborer/Maintenance Man	24,723.
N. Toop	Water Operator	30,218.
W. Martin	Water Operator	28,949.
F. Vinci	Assistant Mechanic	29,272.

SCHEDULE "B"  
PROGRESSION INCREASES  
1992

<u>NAME</u>	<u>AMOUNT OF INCREASE</u>	<u>MAXIMUM BASE ANNUAL SALARY</u>	<u>EFFECTIVE ON ANNIVERSARY DATE</u>
Traversi, P.	1,226.	27,878.	January 12
DiSarno, G.	1,226.	27,878.	April 6
Finn, F.	1,636.	23,546.	April 8
Vinci, F.	1,226.	27,878.	April 9
Curto, C.	1,035.	24,581.	April 16
Arianno, S.	1,036.	26,652.	May 9
Reda, G.	1,036.	26,652.	May 9
DeCrescenzo, E.	1,636.	23,546.	August 5
Martin, W.	1,210.	27,570.	October 11
Stephenson, D.	1,035.	25,616.	November 13

SCHEDULE "B-1"  
PROGRESSION INCREASES  
1993

<u>NAME</u>	<u>AMOUNT OF INCREASE</u>	<u>MAXIMUM BASE ANNUAL SALARY</u>	<u>EFFECTIVE ON ANNIVERSARY DATE</u>
Finn, F.	1,087.	25,810.	April 8
Curto, C.	1,087.	26,897.	April 16
Arianno, S.	1,287.	29,272.	May 9
Reda, G.	1,287.	29,272.	May 9
DeCrescenzo, E.	1,087.	25,810.	August 5
Martin, W.	1,269.	30,218.	October 11
Stephenson, D.	1,088.	27,985.	November 13

SCHEDULE C  
PROGRESSION SCHEDULE - YEAR 1992

<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1. Driver/Laborer/ Maintenance Man Assistant Mechanic	\$21,910	\$23,546	\$24,581	\$25,616	\$26,652	\$27,878
2. Water Operator	21,910	23,942	25,151	26,360	27,570	28,779
3. Road Foreman Bldg./Grnds. Foreman	27,785	29,430	31,076	32,722	34,367	36,014

SCHEDULE C-1  
PROGRESSION SCHEDULE - YEAR 1993

<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1. Driver/Laborer/ Maintenance Man Assistant Mechanic	\$23,006	\$24,723	\$25,810	\$26,897	\$27,985	\$29,272
2. Water Operator	23,006	25,139	26,409	27,678	28,949	30,218
3. Road Foreman Bldg./Grnds. Foreman	29,174	30,902	32,630	34,358.	36,085.	37,815.